

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ATLANTIC CITY HOUSING AUTHORITY**

**ATLANTIC CITY, NEW JERSEY**

AND

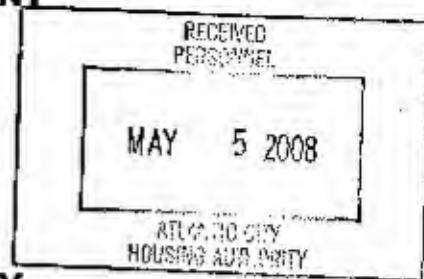
**INTERNATIONAL UNION,**

**SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA (SPFPA)**

AND IT'S

**AMALGAMATED LOCAL 506**

MAY 02 2008



**THE EMPLOYER/SPFPA  
AGREEMENT**

This Agreement is entered into this 3/1/08 between The Atlantic City Housing Authority., (hereinafter referred to as "The Employer"), and the International Union, Security, Police, and Fire Professionals of America (SPFPA) (hereinafter referred to as the "Union").

## **ARTICLE I: Purpose**

- 1.1 The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Employer and the Union, to provide for the peaceful adjustment of any differences which may arise between them and to set forth the basic agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.
- 1.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 2: Recognition**

- 2.1 The Employer recognizes the Union as the exclusive representative of all full-time Security employees performing guard duties at the Employer's job sites or its successor contract(s) for the full-time security employees of the Employer within for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment in the bargaining unit(s), for which the Union is currently certified by the National Labor Relations Board Case # RO-2008-036 or may be recognized by the Employer in the future.
- 2.2 For purposes of this Agreement the term "officer" shall include and be limited to only those individuals, identified and attached hereto as Exhibit "A" for whom the Union has been certified by the NLRB or who are voluntarily recognized by the employer.

### **2.3**

The term "officer" shall include any member of the unit who works thirty-two (32) or more hours per week at any represented facility.

### **2.4 INTENTIONALLY DELETED**

## **ARTICLE 3: Management Rights**

3.1 Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

- (a) Hire;
- (b) Determine the number, location, and types of security posts;
- (c) Direct the working forces and manage the business
- (d) Assign work;
- (e) Discontinue temporarily or permanently any posts;
- (f) Promote;
- (g) Demote, transfer, discharge, discipline or suspend for just cause;
- (h) Maintain order and efficiency of operations;
- (i) Determine the number of shifts and the starting and quitting times of each shift;
- (j) Require officers to observe reasonable Employer rules and regulations as are presently in effect;
- (k) Decide which supplies or equipment to be used;
- (l) Determine the size of the workforce, including the number of officers assigned to any particular shift;
- (m) Determine when overtime shall be worked.

3.2 The above rights of management are not all-inclusive but indicate the type of matters or rights that belong to and are inherent to management. Any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by The Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights

## **ARTICLE 4: Discrimination**

- 4.1 It is the policy of the Employer and the SPFPA that the provisions of this Agreement be applied to all officers covered by this Agreement without regard to race, color, religion, age, sex, national origin or disability.
- 4.2 Wherever in this Agreement gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all officers covered by this Agreement, male or female.
- 4.3 This Agreement shall not be a barrier to the Employer offering a reasonable accommodation to any qualified officer or applicant with a disability, provided that, in the event the Employer extends such accommodation in any manner that conflicts with the terms of this Agreement, the Union shall be provided advance notice and be given the opportunity to explore other alternative accommodations prior to implementation.

## **ARTICLE 5: Union Representatives**

- 5.1 The Union agrees that neither the Union nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity.
- 5.2 Except as otherwise provided, Union business shall not be conducted during working time, exclusive of break or lunch time periods or in working areas if it interferes with security responsibilities without the consent of Management.
- 5.3 For the purpose of adjusting complaints in accordance with Article 6, Grievances, the Union shall be entitled to be represented by one (1) Shift Steward on each shift at each location. The Local Union may also designate a Chief Steward who may substitute for the Shift Steward at any step. No probationary officer may serve as a Shift Steward, or Chief Steward. The Union is responsible for notifying the Employer in writing as to the individuals officially designated to act as Shift Stewards or Chief Stewards. An officer shall not be permitted to engage in Shift Steward or Chief Steward duties until such notification is received. No officer shall serve as Shift Steward, or Chief Steward while on lay off or while on leave of absence other than Union leave of absence.
- 5.4 A Shift Steward, in addition to performing regular security duties, shall be permitted during working hours to investigate and assist in the settlement and presentation of complaints and grievances in accordance with the grievance and arbitration procedures of this Agreement. The time will be devoted solely to the prompt handling of legitimate complaints and grievances and will not be abused. The Shift Steward will continue to work at their assigned duties at all times except when permitted by Management to leave their work after appropriate arrangements are made to cover the Shift Steward's security responsibilities.
- 5.5 Any Shift Steward having an individual grievance in connection with his own work may ask for the Chief Steward to represent

him in accordance with the provisions of this Article 5.

- 5.6 The Shift Steward, Chief Steward or Local President shall notify supervision whenever they enter, or remain in, the site for the purpose of handling an individual grievance or complaint at any time other than during their regular shift.
- 5.7 The affected officer may request the presence of a Shift Steward at any disciplinary meeting. If requested, the Employee will contact the Union representative. If no representative is available within thirty (30) minutes, the officer will be provided a witness of his or her choice. At their discretion, Management shall suspend further discussion with such officer until arrangements can be made for Union representative or witness participation.
- 5.8 Upon ratification of the Agreement between the parties, the Employer will make a reasonable attempt to distribute the SPFPA supplied "Weingarten Rights" cards to each officer assigned to a represented site.

## **ARTICLE 6: Grievances**

### **6.1 GRIEVANCE PROCEDURE**

#### **A. Purpose.**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of employee having a grievance to discuss the matter informally with any appropriate member of the administration (the immediate supervisor and the next higher supervisor or manager) and having the grievance adjusted without the intervention of the Union.

#### **B. Definitions. The term "grievance" shall mean an allegation that there has been:**

1. A misrepresentation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or,

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Employer, which shall be processed up to and including the Employer and shall hereinafter be referred to as a "non-contractual grievance."

#### **C. Presentation of a Grievance. The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union representatives who are employees of the Employer throughout the grievance procedure.**

#### **D. Steps of the Grievance Procedure. The following**

constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1.

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate supervisor within ten (10) working days of the occurrence complained of or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The immediate supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2.

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Department Head or designee within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The Department Head, or his designee, shall render his decision within eight (8) working days after the receipt of the complaint.

Step 3.

a. Should the grievant disagree with the decision of the Department Head, or his designee, the aggrieved may, within ten (10) working days, submit to the Executive Director a statement, in writing and signed, as to the issues in dispute. The Executive Director shall review the decision of the Department Head together with the disputed areas submitted by the grievant. The grievant and/or the Union representatives may request an appearance before the Executive Director. The Executive Director will render his/her decision

within ten (10) working days after the grievance meeting at which the matter has been reviewed. If the Executive Director's decision involves a non-contractual grievance, the decision of the Executive Director shall be final.

b. The grievant may be represented by the Local Union Officer or the International Union representative, or both. A minority organization shall not present or process grievances.

c. If a hearing is to be provided, it shall be scheduled within ten (10) working days, unless the parties mutually agree to an extension and provided that the Union hand-deliver the third-step grievance to the Executive Director.

#### **STEP 4.**

a. Any unresolved contractual grievance (as defined in 6(B)(1), Definitions, above), except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Executive Director's decision.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c. The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission.

d. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

e. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

f. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

g. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

h. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

i. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

j. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

k. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the

authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution as to the prior conduct of the other party and shall be followed in its entirety unless any step is waived by mutual consent.

E. Working day, as defined in this Article, shall mean Monday through Friday irrespective of whether or not the employee works those days.

**Article 7 Intentionally Deleted**

## **ARTICLE 8: Wages**

8.1 Effective immediately all bargaining unit employees in the Atlantic City Housing Authority Security Department should receive retroactive pay from April 1, 2005 in the amount of 3.0 % of the straight-time pay for all hours to include paid time off through March 31, 2008.

8.2 Effective April 1, 2008 pay rates will be:

**\$700 increase to Base Salary**

8.3 Effective April 1, 2009 pay rates will be:

**\$750 increase to 2008 Base Salary**

8.4 Effective April 1, 2010 pay rates will be

**\$800 increase to 2009 Base Salary**

8.5 Effective April 1, 2008 all Security Officer performing the task of Boiler checks and have a Boiler License will be paid \$.50 per hour in additional to their straight-time rate.

8.6 INTENTIONALLY DELETED

**8.7 Snow Days:** Time and one-half (1 1/2) shall be paid to Security Employees who work on days designated by ACHA as "Snow Days". Double time will be paid for employees who work in excess of eight (8) on designated snow days.

## **ARTICLE 9: Hours of Work and Overtime**

- 9.1 The normal workweek shall consist of forty (40) hours commencing at 0001 hours Monday and concluding one hundred and sixty eight hours later. This does not constitute a guarantee of work hours.
- 9.2 Unless otherwise required by state law, overtime premiums shall be earned on a weekly basis. All work performed in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid at the rate of time and one-half the officer's straight time earnings. The overtime wage shall include all paid holiday time and personal leave days in calculating the employees forty (40) hour work week. Holiday premium hours, sick time and vacation and worker's compensation shall not be included in computing overtime.
- 9.3 Officers reporting to work as scheduled without having been notified that there would be no work shall receive a minimum of four (4) hours work or pay at the rate they would have received had they worked. The Employer shall have the right to require the officer to work for this payment. This section shall not apply where work is not available because of Acts of God, catastrophe, or other conditions beyond the control of the Employer.
- 9.4 a.) Officers called back to work after completion of their regular shift will be guaranteed four (4) hours work or four (4) hours pay provided, however, that any officer who voluntarily leaves with Management's approval prior to the completion of the four (4) hours work will only receive pay for the actual time worked. If an employee is involuntarily held over his regularly scheduled work period and is required to work additional time, the employee shall be paid at a hold over premium rate as follows: if having worked eight (8) hours and is held over for up to an additional four (4) hours, the employee shall be paid hourly rate plus one-half for all additional hours worked;

- b.) if, having worked any twelve (12) hours and is held over for up to an additional four (4), then the employee shall be paid at two (2) times union scale for all additional hours worked.
- 9.5 Officers will not be given time off to prevent the payment of overtime, except by mutual agreement. Officers requested to come to work early, prior to their scheduled starting times, will be permitted to complete their regular scheduled shift.
- 9.6 **INTENTIONALLY DELETED**
- 9.7 While on break(s) and meal period employees are required to stay on-call and to respond to emergency situations as they arise.

## **ARTICLE 10: Overtime, Overtime Equalization & Scheduling of Additional Hours**

**10.1 Scheduling of Overtime:** All overtime will be scheduled as soon as possible provided that the Employer has advanced notice.

- (a) Officers will be provided with a minimum of eight (8) hours between assigned shifts.
- (b) In the event that more than one officer has the same number of overtime hours, the officer with the highest unit seniority will be asked first and forced last.
- (c) Officers at each unit accepting or required to work overtime will assume the duties of each officer being replaced provided they can perform the available work. Overtime duty assignments may be exchanged by officers with Management's approval.
- (d) Officers offered overtime shall be charged the hours whether or not they worked the hours.
- (e) On the shift immediately prior to vacation leave, officers scheduled for vacation will be the last forced to work overtime unless the officer agrees to stay over.

## **ARTICLE 11: Shift Preference – NEW PROPOSAL FORTHCOMING FORM SPSFA**

### **11.1**

- (a)** During the first two (2) weeks of January and July of each year, full-time officers with at least ninety (90) days unit seniority will submit an application on the prescribed form to his/her Supervisor indicating his/her first, second and third choices of shift preferences as to shifts made available by Management. The shift preference form submitted will be valid until changed in writing during the next shift preference-filing period. Shift preference will take effect during the first pay period of the month following the shift preference-filing period. Shift assignments will be awarded in line with unit seniority; the most senior person getting first choice. Once the senior officer is offered a position and refuses it for any reason, his/her name falls to the bottom of the appropriate list.
- (b)** Openings that occur as a result of this shift selection process will be filled by Management utilizing the least senior officer on an off shift.
- (c)** Any officer who desires a change in shift due to hardship circumstances must obtain a mutually acceptable shift trade with another officer in his/her unit. The proposed shift change must be put in writing, submitted to the Supervising Security Guard for his/her approval and shall not exceed a period of thirty (30) days. A change in shift must be approved by Management prior to its effective date. Approval for a continuation of the change in shift beyond thirty (30) days will necessitate a repeat of the above process.
- (d)** If a shift vacancy occurs, once shift preference requests have been exhausted, the vacancy will be posted for five (5) working days.

## **Article 12 Benefits**

12.1 The Atlantic City Housing Authority will provide the bargaining unit employees in the Security Department continued eligibility insurance benefits plans and benefits offered to other Atlantic City Housing Authority employees through the life of this agreement, on the same terms as those benefits plans are offered to other Housing Authority employees.

12.1 Benefits covered by this article include, but are not limited to:

- AD&D Insurance
- Health Benefits
- Medical
- Dental
- Prescription Drugs
- Vision Care
- Life Insurance
- Temporary Disability Insurance
- Short-Term Disability Insurance
- Deferred Compensation
- Tax Savings
- Credit Union
- Paid Holidays
- Paid Time off ( Vacation time, Court Duty, Funeral Leave, Personal days, Sick Days, Personal Leave, Military Leave, Leave of absence w/o pay)
- Retirement Pension Plan
- Worker's Compensation

## **ARTICLE 13: Uniforms and Equipment**

- 13.1 The Employer will determine all items of uniform and equipment, and will provide funds in the amount of \$350 annually in the month of October each year beginning in 2008.
- 13.2 The Employer will ensure that all radios are kept in good working order.
- 13.3 The Employer agrees to properly maintain all the Employer owned, leased and/or rented equipment. No officer will be directed to operate known unsafe equipment.
- 13.4 If an Employee's personal property is damaged or destroyed in the line of duty or during an engagement with a suspect, it will be repaired or replaced with an identical item or one of comparable quality. Items within this provision include but not limited to eyeglasses, watches and jewelry not to exceed \$175.00 per incident. An employee shall be responsible to present any damaged personal property to Management in order to be eligible for reimbursement.

**INTENTIONALLY DELETED**

## **ARTICLE 14: Strikes and Stoppages**

- 14.1 The Union recognizes that it is the responsibility of the officers to guard and protect the site, premises, material, facilities and property of the Employer and its clients at all times and under all circumstances. The Union agrees that its members will faithfully discharge this responsibility and during the life of this Agreement or any renewal or extension thereof, that it will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform their duties regularly assigned to them. The Union further agrees in the event of any controversy between the Employer, and/or any other group, organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with production, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The Employer reserves the right to discipline or discharge any officer who engages in a violation of this Section.
- 14.2 During the life of this Agreement, the Employer will not lock out any officers covered hereunder.

## **ARTICLE 15: Seniority**

**15.1 Forfeiture of seniority.** An officer shall forfeit seniority only for the following reasons:

- (a) Resignation;
- (b) Retirement from the Employer;
- (c) Discharge for just cause;
- (d) Failure to return from a layoff within ten (10) working days after proper notification of recall has been given to the employee;
- (e) Layoff for a continuous period of time equal to the officer's seniority or thirty-six (36) consecutive months, whichever is greater;
- (f) Completion of ninety (90) continuous days of service in a voluntary assignment outside the bargaining unit.

**15.2** An officer shall serve a probationary period of six continuous months, or 180 days. During the probationary period, the Employer shall have the sole discretion of disciplining or terminating such officers. Upon completion of the probationary period to the satisfaction of the Employer, an officer shall become a regular officer and his/her seniority shall date from the most recent date of hire. The probationary period can only be extended by mutual consent of the Local Union President and the Employer.

**15.3** Officers who accept a position out of the bargaining unit shall retain accumulated seniority during the first ninety (90) days spent out of the bargaining unit provided they remain in the active employment of the Employer. Such officers shall regain accumulated seniority upon transfer back into the bargaining unit within such ninety (90) days one time during the term of the Agreement.

15.4 **Layoff Procedures:** When it becomes necessary for a reduction in the work force in any unit, lay-offs will occur in the following sequence:

1. All probationary officers;
2. If additional reduction is necessary, part-time officers;
3. If additional reduction is necessary, full-time officers based on lowest seniority date.

Officers will be given as much notice as possible of layoff.

15.5 **Recall Procedure:**

Laid-off officers will be recalled in the following sequence in line with their seniority:

- 1) Full-time officers, highest seniority first
- 2) Part-time officers, highest seniority first, after all full-time seniority officers have been recalled.

15.6 Recall rights for all officers shall continue for a period equal to the officer's seniority or thirty-six (36) months from date of layoff whichever is greater. Officers who are recalled to an available position must state their intention to accept the job within three (3) days after notice of recall and must report for work within ten (10) days after notice of recall or else forfeit recall rights. The ten-day report time can be extended by mutual consent. The officer shall be responsible for maintaining a current address and telephone number with the Employer. Recall notice shall be given by telephone, where available, and will be confirmed by registered letter to the last known address.

15.7 One Union representative per shift up to a maximum of three (3) officers per unit who administrate the grievance procedure

(excluding alternates) shall have super seniority for layoffs and recall purposes during the length of their term of office. Local Union is responsible to advise the Director of Labor Relations and Management in writing of the names of these officers.

- 15.8 Opportunities for full-time schedules will be offered to part-time officers based on their bargaining unit seniority. Should a part-time officer decline an opportunity for full-time status, said officer will not be offered another full-time opportunity until such time as all current less senior part-time officers have been afforded full-time opportunities.
- 15.9 The Employer shall prepare separate seniority lists for full-time and part-time officers. Updated lists shall be provided in December and June of each year. The lists will include the officer's name and seniority date. The Employer is responsible for posting the list at each location and mailing a copy to the Local President and the International.
  - (a) On March 30 and September 30 of each year The Employer must prepare a separate list of probationary full-time and part-time officers, a copy to be mailed to the Local President and the International.
- 15.10 A full time seniority officer who is unable to work a forty (40) hour work week due to: union leave, all military leaves, medical restrictions, such as: medical leave, or qualifies for leave under state or federal law will continue to accumulate seniority as a full-time officer during such time.

## **ARTICLE 16: Training**

- 16.1 Officers will be paid for actual time spent for Employer mandated training at the applicable wage rate.
- 16.2 A mileage rate as prescribed by the federal tax reimbursement standards will also be paid the officer for travel to and from the site for mandatory Employer required training or qualification if such training is outside the vicinity of the officer's regular place of work.
- 16.3 Whenever practicable, all Employer-administered training will be given on an officer's regularly assigned shift.

## **ARTICLE 17: Licensing Requirements**

17.1 All fees and licenses to be paid by the Employer.

## **ARTICLE18: General Provisions**

- 18.1 Each officer is responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.
- 18.2 Officers are required to report to work clean, well groomed, and with a neat appearance.
- 18.3 Whenever possible a bulletin board will be provided in the main security office which may be used by the Union for posting notices that are approved by the President of the Local Union or the Chief Steward of the Local Committee and restricted to:
  - (a) Notices of union recreational and social affairs;
  - (b) Notices of union elections and nomination sheets for unit officer elections;
  - (c) Notices of union appointments and results of union elections;
  - (d) Notices of union meetings;
  - (e) Notices concerning bona fide union activities such as: Cooperatives, Credit Unions, Unemployment Compensation Information;
  - (f) Other notices concerning Union affairs that are not political or controversial in nature or adverse to the Employer.
- 18.4 New officers shall be introduced by the Shift Supervisor to the Chief Steward and Shift Steward within the first workweek on site. Arrangements shall be made for the Local Union representative to brief the new officers on the Union's representative status and this collective bargaining agreement without interruption of security responsibilities.
- 18.5 Regardless of daylight savings time, officers shall be paid for actual hours worked.
- 18.6 Each officer will be granted relief when necessary as soon as

coverage for such officer can be practically arranged.

- 18.7 Once the agreement has been signed, The Employer will forward to The International Union three signed copies of the Collective Bargaining Agreement (CBA).
- 18.8 The Employer agrees to allow security employees to wear the SPFPA logo pin on their uniform.
- 18.9 The Company will make every effort to protect and promote the safety and health of all employees. The Company will endeavor to maintain clean, well lighted, heated and air conditioned guard shelter. Adequate shelter for officer postings (where not permanently installed) shall be provided to the posting for scheduled activities. Every effort will be made to provide shelter as quickly as possible for postings when not scheduled.

## **ARTICLE 19: Legality**

- 19.1 Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.
- 19.2 In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

## **ARTICLE 20: Union Security**

- 20.1 All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.
- 20.2 An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.
- 20.3 Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).
- 20.4 In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the

officer, and the Employer will not be required to discharge that officer.

- 20.5 Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

## **ARTICLE 21: Dues Check off**

21.1 The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Exhibit B. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments.

a.) Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month; b.) the Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld; c.) the Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local; d.) the Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

21.2 The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

## **ARTICLE 22: Report of Physical Examination**

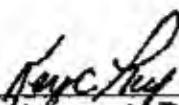
- 22.1 A report of physical examination and any laboratory tests made by physicians acting for the Employer will be given to the personal physician of the officer involved upon the written request of the officer.
- 22.2 Any time required to take such physicals, including travel time to and from the location of the facility will be paid by the Employer at the officer's appropriate rate of pay. A mileage rate per federal tax reimbursement standards will also be paid the officer for travel to and from the site for said annual physical examination if such site is outside the vicinity of the officer's regular duty assignment.

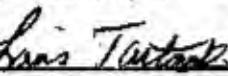
## **ARTICLE 23: Duration of Agreement**

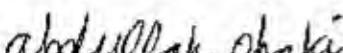
- 23.1 This Agreement effective April 1, 2008 shall continue in full force and effect without change until March 31, 2011. If either party desires to renegotiate this Agreement it shall notify the other party sixty (60) days prior to the expiration date in writing.
- 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

For:

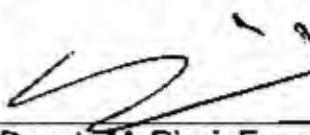
SPFPA Amalgamated Local 506

  
\_\_\_\_\_  
Kerry Lacey, V.P. Reg 6

  
\_\_\_\_\_  
Louis Tartack, SPFPA Local President

  
\_\_\_\_\_  
Abdullah Shakir, Unit Chairperson

Atlantic City Housing Authority

  
\_\_\_\_\_  
Dennis M. Ricci, Executive Director  
5/1/08

## **EXHIBIT A**

### **NAME**

Anderson, Monica E  
Bailey, Marshall L  
Boothe, Sandra D  
Davis, Alicia A  
Dixon, Charlestine E  
Harris, Artelia  
McKnight, Mabel C  
Muhammad, Lutfee  
Newmones, Troy  
Reed, Gloria J  
Roberts, Ruby L  
Shakir, Abdullah  
Simpson, Naomi  
Smith, Linda P  
Tyson, Kendall  
Whitted, Katrina D  
Word, Edward

# SPFPA AUTHORIZATION FOR CHECK-OFF OF DUES

EMPLOYER: \_\_\_\_\_

WORK SITE: \_\_\_\_\_

I hereby assign to Local Union No. \_\_\_\_\_ International Union, Security, Police & Fire Professionals of America (SPFPA), hereinafter referred to as the Union, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the Financial Officer may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution and By-Laws of the International Union, Security, Police & Fire Professionals of America (SPFPA). I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the Union, and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect. This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise. While contributions or gifts to International Union, Security, Police & Fire Professionals of America (SPFPA) are not tax deductible as charitable contributions for Federal Income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

Date \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Print Name of Employee \_\_\_\_\_

Employee ID # \_\_\_\_\_

Address of Employee \_\_\_\_\_

No Dues will be collected until you have a contract.

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Revised 2006